



MEMORANDUM

PSC
Agenda Item No. 5 (A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: January 13, 2004
and Members, Board of County Commissioners

FROM: George M. Burgess
County Manager

SUBJECT: Urban Areas Security
Initiative Agreement

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute an agreement between the City of Miami and Miami-Dade County's Office of Emergency Management to participate in the Urban Areas Security Initiative (UASI) program. The UASI program targeted large "core cities/counties" as grant recipients during Round Two and Three. The City of Miami and Miami-Dade County have been awarded a \$29,035,892 combined grant from the U.S. Department of Homeland Security, through the Office for Domestic Preparedness. The City of Miami and Miami-Dade County have jointly coordinated a countywide needs assessment and developed a homeland security strategy that will be used to determine allocation of funds and guide the delivery of direct services in the form of training, exercises and technical services. The period of the agreement is from the date of execution through June 30, 2005.

BACKGROUND

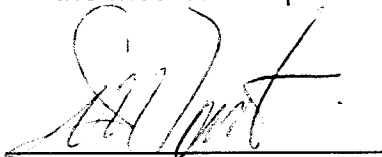
The U.S. Department of Homeland Security, Office for Domestic Preparedness (DHS/ODP), analyzed high risk urban areas across the country and targeted 30 specific areas, including Miami/Miami-Dade County, to receive financial assistance for the Urban Areas Security Initiative (UASI) program. The UASI program will address the unique equipment, training, planning, and organizational needs of large, high threat urban areas. The funding, through the State of Florida Department of Community Affairs, Division of Emergency Management, will provide assistance to build an enhanced and sustainable capacity in selected urban areas to prevent, respond to, and recover from threats or acts of terrorism.

The UASI program involves eight (8) specific steps:

1. *Establish an Urban Area Workgroup (UAWG).* The UAWG is officially comprised of representatives from the "core city" (i.e., the City of Miami) and the "core city's county" (i.e., Miami-Dade County). A Broward County representative was also invited to participate in the working group, ex-officio.
2. *The UAWG submits a grant application.* This application was completed and submitted by the UAWG in July 2003. Up to 25% of Round Two funds were quickly awarded so that the grantees could conduct their assessment, develop their strategy, program management and administration, and resource immediate needs. The remaining 75%

of UASI Round Two funds will be released upon submission of the required urban area budget, and Urban Area Homeland Security Assessment and Strategy, as approved by the UAWG.

3. *The UAWG conducts an Urban Area Homeland Security Assessment.* In collaboration with Miami-Dade County, the City of Miami coordinated the collection of data for the risk assessment and vulnerability analyses submitted on October 17, 2003. The findings lead to the next step.
4. *The UAWG develops an Urban Area Homeland Security Strategy.* In collaboration with numerous Miami-Dade and Broward county terrorism response agencies, over 150 individuals attended a workshop on November 5, 2003 to develop this strategy. The strategy was submitted to the state on November 26, 2003.
5. *The UAWG develops a budget for the remaining 75% of UASI Round Two funds and 100% of UASI Round Three funds based on the Urban Area Homeland Security Strategy.* The strategy served as the basis for the allocation of the remaining funds for a wide range of planning activities, training and exercises, and for the purchase of equipment and pharmaceuticals to enhance the capabilities of local prevention and emergency response agencies.
6. *DHS/ODP will develop a Metropolitan Assistance Plan (MAP) for each urban area that will summarize its needs and identify ODP resources available to meet those needs.* To develop the MAP, DHS/ODP will conduct a detailed analysis of the urban area's needs and strategic priorities, identified through the Urban Area Homeland Security Assessment and Strategy, respectively. Resources identified in the MAP will include those available as no-cost direct services from DHS/ODP. Each MAP will be tailored in accordance with the Urban Area Homeland Security Assessment, Strategy, and budget to provide a blueprint to the urban area for enhancing its preparedness, deterrence, and response to terrorism through the development of sustainable homeland security capabilities.
7. *The urban area receives direct services and expends grant funds on training, exercise planning, equipment, and management and administration in accordance with submitted budget detail worksheets and Urban Area Homeland Security Strategy.*
8. *Measure preparedness.* DHS/ODP drafts pilot metrics and processes to measure impact of program on urban area preparedness. The urban area provides feedback on the metrics and process.



Susanne M. Torriente
Assistant County Manager




MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: February 3, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Agenda Item No.

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MIAMI AND THE MIAMI-DADE OFFICE OF EMERGENCY MANAGEMENT FOR AN URBAN AREAS STRATEGIC INITIATIVE II AND III PROGRAM; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AMENDMENTS, SUB GRANTS, ACCEPT AND EXPEND FUNDS, ACCEPT GOODS AND SERVICES, AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, the U.S. Department of Homeland Security has awarded Miami/Miami-Dade County \$29,035,892 in financial assistance from the Office of Domestic Preparedness to participate in an Urban Area Security Initiative program,

WHEREAS, the City of Miami and Miami-Dade County have jointly coordinated a county-wide needs assessment and developed a homeland security strategy to determine the allocation of funds and guide the delivery of services in the form of training, exercises and technical services,

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Agreement between the City of Miami and Miami-Dade County in substantially the form attached hereto and made a part hereof, an original of which is on file with the Clerk of the Board; and

authorizes the County Manager to execute same for and on behalf of Miami-Dade County, to accept and expend said funds, to accept goods and services, to execute sub agreements with local municipalities, and to file and execute any necessary modifications and the cancellation provision therein following the approval of the County Attorney's Office.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to vote, the vote was as follows:

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorin D. Rolle
Katy Sorenson

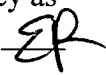
Dr. Barbara M. Carey-Shuler
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this day of _____, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

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**MEMORANDUM OF AGREEMENT
FOR PARTICIPATING MIAMI UASI II AGENCIES**

This Agreement is entered into this _____ day of _____, 2004, by and between the City of Miami, a municipal corporation of the State of Florida, (the "Sponsoring Agency") and the Miami-Dade County Board of County Commissioners (the "Participating Agency").

RECITALS

WHEREAS, The Office for Domestic Preparedness (ODP) is providing financial assistance to the Miami urban area in the amount \$29,035,892 dollars through the FY 2003 Urban Areas Security Initiative (UASI); and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Project II and III; and

WHEREAS, as the ODP requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Project II and III and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the Urban Area has been defined as the City of Miami, Miami-Dade and Broward Counties; and

WHEREAS, the City of Miami anticipates that it will be sub granting a portion of the funds to Miami-Dade and Broward Counties in accordance with the FY 2003 UASI Grant Project II and III; and

WHEREAS, the City Commission of the City of Miami, by Resolution No. 03-942 adopted on September 11, 2003, has authorized the City Manager to enter into this Agreement with each Participating Agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the Participating Agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:

I. PURPOSE

- A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the FY 2003 Urban Areas Security Initiative (UASI) Grant Project II and III which was made available by the U.S. Department of Homeland Security (DHS), through the Office for Domestic Preparedness (ODP) and the State of Florida Division of Emergency Management (DEM).
- B. This Agreement serves as the Scope of Work between a Participating Agency and the Sponsoring Agency.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2003 UASI activities to be performed at the request of the Federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

II. DEFINITIONS

- A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of

resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

- B. Core County. The county within which the core city is geographically located.
- C. Urban Areas Security Initiative (UASI) Grant Project II and III (FY 2003). The U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP) Urban Areas Security Initiative (UASI) Grant Project II and III (FY 2003) reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- D. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and
- E. Urban Area Working Group (UAWG). The SAA POC must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by ODP.
- F. UASI Grant Programs I, II and III. UASI Grant Programs I, II and III are being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State

Administrative Agency. Funding for the FY 2003 UASI Grant Project II and III is authorized by Public Law 108-11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

- G. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

V. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Coordinating with core counties, with the respective State Administrative Agency, and with the ODP.
- C. Conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.
- E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.
- F. Complying with the requirements or statutory objectives of federal law.

- G. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- H. Following grant agreement requirements and/or special conditions.
- I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.
- B. Developing sub grants for municipalities within each county in accordance with UASI Grant Project II and III requirements. Participating Agencies and sub grantees must abide by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.
- C. Submitting budget detail worksheets for direct purchases of equipment or services.
- D. Complying with all FY 2003 UASI Grant Project II and III requirements.
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.
- F. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- G. Assisting the City of Miami in development of a comprehensive Urban Area Homeland Security Strategy.
- H. Complying with the requirements or statutory objectives of federal law.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project II and III agreement requirements and/or special conditions.
- K. Submitting required reports.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

- A. That funding acquired and identified for the Urban Areas Security Initiative will be administered solely by the Sponsoring Agency.
- B. The Participating Agencies will provide financial and performance reports to City of Miami in a timely fashion. The City of Miami will prepare consolidated reports for submission to the State of Florida.
- C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.
- D. Sponsoring Agency and Participating Agency are subdivisions as defined in Chapter 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be

sued by third parties in any manner arising out of this Agreement or any other contract.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.
- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2003 UASI Grant Program II and III assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 45 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. Submit Categorical Assistance Progress Report to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified or amended only with the written agreement of each of the parties.
- D. This Agreement may be terminated by either party on thirty (30) days written notice to the other party.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties.
- G. This Agreement will end on December 31, 2005, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the

Sponsoring Agency's ability to conform with procedures, training and equipment standards as prescribed by the Office for Domestic Preparedness (ODP).

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

Priscilla A. Thompson
City Clerk

BY: _____
Joe Arriola
City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

Alejandro Vilarello
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Diane Ericson, Administrator
Risk Management Division

PARTICIPATING AGENCY

Miami-Dade County Board of
County Commissioners

ATTEST:

Name:

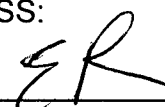
BY: _____

Title:

NAME: _____

TITLE: _____

APPROVED AS TO FORM AND
CORRECTNESS:


Participating Agency Attorney